

03/19/01

NOTICE OF AWARD

ASSISTIVE TECHNOLOGY PRODUCTS AND SERVICES
FOR THE BLIND AND VISUALLY IMPAIRED

These products and services are available through a series of contracts in nine categories or market segments. Almost all products and services are ancillary to, or are to be used with, a desktop personal computer. These contracts do not include and do not specify any particular desktop computer. Some software products are specific to particular operating system platforms.

The primary user of these contracts is the Commission for the Blind and Visually Impaired. All contracts are also extended to, and the vendor offerings are available to all agencies that use Statewide contracts, plus municipal and county government units through the Cooperative Purchasing program. These contracts are also accessible by School Districts in New Jersey, based on their purchasing guidelines and procedures regarding State contracts.

Multiple award. The State awarded to Primary and to Secondary vendors in all categories. Not all vendors offer all products in their respective category, therefore, determine whether the Primary vendor can cover the needed product from their contract listing. Note that Thomas Caine, contract 46465, supplies primarily to school districts and classrooms.

Method of Engagement. The user is responsible for identifying their needs, and the vendor(s) are first responsible for responding to the user with an approved list that meets the requirements of the user, and second, providing the pricing and availability of contract approved products. Users must place orders with the Primary vendor if the needed product(s) can be supplied by the Primary. If not, the user should seek availability from the Secondary sources.

Use the Request For Quotation form posted as Amendment 01 to T1902 on the Purchase Bureau web page: www.state.nj.us/infobank/noa/a1902-1.htm

Categories, Market Segments, and Supplier Vendor

Category/ Price Line	Products/Services	Vendor		Contract
		Primary/Secondary		
1	Screen Reading Software	P	Vis Ability	46464
		S	Maxi Aides	46462
		S	Cohen technology	46463
		S	Thomas Caine	46465
2	Braille Conversion Software	P	Vis Ability	46464
		S	Cohen technology	46463
3	Speech Synthesizer Hardware	P	Vis Ability	46464
		S	Maxi Aides	46462
		S	Thomas Caine	46465
4	Screen Magnification Software	P	Vis Ability	46464
		S	Maxi Aides	46462
5	Portable Braille and	P	Vis Ability	46464

	Laptop Devices	S	Maxi Aides	46462
		S	Cohen technology	46463
		S	Thomas Caine	46465
6	Braille Displays	P	Vis Ability	46464
		S	Maxi Aides	46462
7	Braille Embossers	P	Sighted Electronics	46466
		S	Vis Ability	46464
8	Screen Magnifiers and CCTVs	P	MagnaSight	46467
		S	Cohen technology	46463
		S	Vis Ability	46464
		S	Thomas Caine	46465
9	Keyboard Alternatives and Classroom Aids	P	Thomas Caine	46465

All products are offered to the user at the vendor's percent discount off Manufacturers Suggested Retail (or List) Price (MSRP) / (MSLP). The vendor indicated the % discount in their bid response. All products are offered at some level of discount, but not all vendors extend the discount to services and support labor. The user should determine their installed cost of the needed products, and process invoices against their accounting procedures at the final "NET COST". The contract price lines on the State's MACS-E Purchasing System will not calculate discounts under these contracts.

The following section is copied from the RFP specifications:

3.7 Order placement procedures

Using Agency staff will request a written quote from the contract vendor for line item products covered under the APPROVED CONTRACTOR CATALOG PRICE LIST. The request should include product identification, quantity, ship to information, and desired delivery schedule. The contract vendor will respond with a written quote, indicating contract number, product fulfillment information, any license or warranty issues, delivery schedule, and shipping and handling requirements. The contract vendor may also indicate any ancillary or consumable supplies associated with the requested products.

Using Agency staff will issue a Purchase Order based on selected items in the written quote from the contract vendor for line item products covered under the APPROVED CONTRACTOR CATALOG. The written quote from the contract vendor must be attached to any Purchase Order issued to the contract vendor. The Purchase Order will consist of one or more order lines at "NET", based on approval action by staff.

All invoicing must reference line items in the written quote. Invoice activity cannot precede actual shipment of product. Payment cannot precede actual receipt and verification of the product being invoiced.

1.0	Information for Bidders	-	Part of contents deleted in NOA
2.0	Definitions		
3.0	Commodity Description		
4.0	Proposal Preparation		Contents deleted in NOA
5.0	Contractual Terms and Conditions		
6.0	Proposal Evaluation and Contract Award	-	Contents deleted in NOA
7.0	Commodity Pricing Schedules		Replaced by awarded price lines

1.0 Information for Bidders

1.1 Purpose and Intent

This Request For Proposal (RFP) is issued to solicit bid response proposals from qualified suppliers of hardware and software for the visually and hearing impaired. The intent of this RFP is to award contracts to a number of responsible bidders whose bid, conforming to this invitation for bids, is most advantageous to the State, price and other factors considered.

Contracts resulting from this procurement shall cover all types of Assistive Technology devices, apparatus, and software, typified by the list in Section 3, Commodity Description. The products offered by contract vendors must be at the price structure bid in the price sheets for each respective unit, for duration of the contract, including any extensions of the contract. Contractors must hold prices for any approved model or configuration for the entire contract period as noted in the pricing section of the contractor's State of New Jersey Contract Price List.

1.2 Background

The products listed in the Commodity Description section have been ordered for clients within the past two years. The items were purchased in single quantity or for a number of our clients. The State knows from experience that these products perform well in a variety of environments and are compatible with office automation hardware and software generally in use today. The list represents a wide selection of the adapted software and hardware for the visually and hearing impaired on the current market. The State has found these products to be reliable in their performance with commonly used products in the office place.

1.3 Key Events

RFP TEXT DELETED IN NOA.

2.0 DEFINITIONS

The following definitions shall be part of any contract awarded or order placed as a result of this RFP:

Addendum - Written clarification or revision to this RFP issued by the Purchase Bureau.

Amendment - A change in the scope of work to be performed by the contractor. An amendment is not effective until it is signed by the

Director, Division of Purchase and Property.

Bidder - An individual or business entity submitting a bid in response to this RFP.

Contract - This RFP, any addendum to this RFP, and the bidder's proposal submitted in response to this RFP and the Division's Notice of Acceptance .

Contractor - The contractor is the bidder awarded a contract.

Director - Director, Division of Purchase and Property, Department of Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

Division - The Division of Purchase and Property.

Evaluation Committee - A committee established by the Director to review and evaluate bid proposals submitted in response to this RFP and to recommend a contract award to the Director.

May - Denotes that which is permissible, not mandatory.

Project - The undertaking or services that are the subject of this RFP.

Request for Proposal (RFP) - This document which establishes the bidding and contract requirements and solicits proposals to meet the purchase needs of Using Agencies as identified herein.

Shall or Must - Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a bid proposal as materially non-responsive.

Should - Denotes that which is recommended, not mandatory.

State Contract Manager - The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work.

Subtasks - Detailed activities that comprise the actual performance of a task.

State - State of New Jersey.

Task - A discrete unit of work to be performed.

Using Agency or Agency - The entity for which the Division has issued this RFP and will enter into a contract.

3.0 Commodity Description

The purpose of this RFP is to establish contracts with suppliers of assistive technology products. The State will administer contracts for use by field staff who are authorized to purchase these adapted products.

This contract shall cover all types of Assistive Technology devices, apparatus, and software, typified by the following list. Contracts

will be awarded within the market sets listed in section 3.1 however, the State reserves the right to make a single award in each market set, or to make multiple awards in each market set, if the State determines that multiple awards in a given market set is essential to assure adequate supply of configurations to the State.

Awards will not be limited to the specific products or brands listed, but rather to representative products within the market segments.

OEM Bid Requirements - All products bid must be as shipped from the original manufacturer including peripheral devices. No retrofitted models may be bid.

3.1 Product List

3.1.1 Screen Reading Software

Software which converts text on a screen to synthesized speech.

JAWS for Windows

Hal 95

Supernova

PW Webspeak

Vocal Eyes

Window Eyes

Window Bridge

ASAW

IBM Homepage Reader

Outspoken

Jawbones

Arkenstone Ruby

Kruzweil 1000

3.1.2 Braille Conversion Software

Converts output text to Braille.

Megadots

Duxbury Braille Translator

3.1.3 Speech Synthesizer Hardware

Device(s) used with text-to-speech software to allow audio output.

Doubletalk

Dectalk

3.1.4 Screen Magnification Software

Enlarges the display image on a monitor.

Zoomtext

LP Windows

Magic

Enlarge

3.1.5 Portable Braille and Laptop Devices

Portable notetaker and PC devices that provide voice and/or refreshable Braille as output.

Blazie

Artic

3.1.6 Braille Displays

These devices convert display output to refreshable Braille.

Alva

PowerBraille

3.1.7 Braille Embossers

Printers used to produce Braille hard copy.

Versapoint
Braille Blazer
Porta Thiel
Index Basic
Everset

3.1.8 Screen Magnifiers, Hardware, including CCTV's
Stand alone magnifiers that enlarges monitor display and printed
matter.

Ablewhite
Clearview
Keeler NuVision
Magnasight
Telesensory Aladdin
Xerox Outlook

3.1.8 Keyboard and Mouse Alternatives

Devices that replace or enhance the conventional keyboard or
pointer/select device.

Fentek Industries
Orcca Technology
Ai Squared

3.2 Approved Contractor Catalog Price List

The contract will include an approved contractor catalog price list of
approved configurations for each of the market sets outlined in
section 3.1 above and as amended. The initial approved catalog price
list shall be determined at the time the contract is awarded. See
also, Section 6.2, Contract Award. The contractor is required to
publish a replacement APPROVED CONTRACTOR CATALOG PRICE LIST every six
months following contract award. Subsequent versions of the published
list may change, based on sections 3.3 or 3.4, below. Prices for
approved configurations must remain fixed for the duration of the
contract.

For any configuration, in any market set category, the contractor must
retain the ability to supply all needed and necessary component parts
and installation capability for any model approved for contract use,
for the duration of the contract. Price lists for the respective
configurations must indicate if installation charges are optional or
required.

3.3 New Product Introduction

Contractors may petition the State to allow new product configurations
or new types of units to be added to their contract. Requests for new
item introduction must include, for each proposed configuration, at
least the following information:

Product Category (Section 3.1 above)
Brand Name and Model Number
Product Description
Unit Price, Single Quantity
Shipping and Handling Requirements and Cost
Software License Requirements
Installation Requirements
Attach Documentation - Manufacturer's cut sheets, specifications

Cost/Price controls for new product introduction shall be controlled by the price range for configurations of items already awarded to the contractor. The offered price for a new configuration cannot exceed the highest price of any approved configuration of the same type of product previously awarded.

3.4 Discontinued Products or Configurations

The contractor must notify the Division of Purchase and Property at least 60 days in advance of the contractor's intent to discontinue an approved model or configuration on the APPROVED CONTRACTOR CATALOG PRICE LIST (section 3.2). The notification must indicate the available order quantity that the contractor could supply if an order is placed within 30 days of notification. If the items to be discontinued are associated with or required as part of an approved configuration, the notification must also note the impact on other products in the APPROVED CONTRACTOR CATALOG PRICE LIST.

3.5 Product Substitutions

All substitutions must be approved in writing by the Division of Purchase and Property before being offered to any agencies. No request for substitution will be considered within 60 days of contract expiration. Vendors must identify additions (A), deletions (D), price decreases (PD), and no change to contract item (NC). In addition, all requests must reference the current contract price for each item and the new contract price.

The percentage discount off MSLP awarded to the original product or product line must be extended to new products being added within that product line. The request must be for equipment from the same manufacturer's lines originally awarded, i.e. CPU peripherals, enhancement products, etc.

3.6 Associated Products and Consumable Supplies

The user community may need, during the normal use of a product, to replace damaged or expended components or accessory items. For example, portable devices may benefit from a carrying case or a battery charger, which may be lost or damaged. Some products may require replenishment of consumable supplies. The contract vendor must note, within their APPROVED CONTRACTOR CATALOG PRICE LIST, what the order and reorder procedures are for any associated products and consumable supplies. See also the instructions in section 4.4.3 Cost Proposal.

3.7 Order Placement Procedures

Using Agency staff will request a written quote from the contract vendor for line item products covered under the APPROVED CONTRACTOR CATALOG PRICE LIST. The request should include product identification, quantity, ship to information, and desired delivery schedule. The contract vendor will respond with a written quote, indicating contract number, product fulfillment information, any license or warranty issues, delivery schedule, and shipping and handling requirements. The contract vendor may also indicate any ancillary or consumable supplies associated with the requested products.

Using Agency staff will issue a Purchase Order based on selected items in the written quote from the contract vendor for line item products

covered under the APPROVED CONTRACTOR CATALOG. The written quote from the contract vendor must be attached to any Purchase Order issued to the contract vendor. The Purchase Order will consist of one or more order lines at "NET", based on approval action by staff.

All invoicing must reference line items in the written quote. Invoice activity cannot precede actual shipment of product. Payment cannot precede actual receipt and verification of the product being invoiced.

4.0 PROPOSAL PREPARATION AND SUBMISSION

RFP TEXT DELETED IN NOA.

5.0 CONTRACTUAL TERMS AND CONDITIONS

5.1 Precedence of Contractual Terms and Conditions

The contract shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Division's Notice of Acceptance. Unless specifically noted within this RFP, the Standard Terms and Conditions take precedence over the Special Terms and Conditions.

In the event of a conflict between the provisions of this RFP, including the Standard Terms and Conditions and the Special Terms and Conditions, and any addendum to the RFP, the addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any addendum to this RFP, and the bidder's proposal, the RFP and/or the addendum shall govern.

5.2 Performance Bond

This section supplements Section 3.3b of the Standard Terms and Conditions. A performance bond is NOT required.

5.3 Foreign (Out of State) Corporations

All foreign corporations receiving a notice of contract award shall be afforded seven (7) days thereafter to register with the Division of Revenue.

5.4 Contract Term and Extension Option

The term of the contract shall be for a period of three (3) years. The anticipated "Contract Effective Date" is provided on the cover sheet of this RFP. If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for an additional two (2) years, by mutual written consent of the contractor and the Director.

5.5 Contract Transition

In the event services end by either contract expiration or termination, it shall be incumbent upon the contractor to continue services, if requested by the Director, until new services can be completely operational. The contractor acknowledges its

responsibility to cooperate fully with the replacement contractor and the State to ensure a smooth and timely transition to the replacement contractor. Such transitional period shall not extend more than ninety (90) days beyond the expiration date of the contract, or any extension thereof. The contractor will be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by the State.

5.6 Availability of Funds

The State's obligation to pay the contractor is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless funds are made available each fiscal year to the Using Agency by the Legislature.

5.7 Contract Amendment

Any changes or modifications to the terms of the contract shall only be valid when they have been reduced to writing and executed by the contractor and the Director.

5.8 Contractor Responsibilities

The contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the contractor. The contractor shall have sole responsibility for all payments due any subcontractor.

The contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the contractor's performance of this contract.

5.9 Substitution of Staff

If it becomes necessary for the contractor to substitute any management, supervisory or key personnel, the contractor will identify the substitute personnel and the work to be performed.

The contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitution(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

The contractor shall forward a request to substitute staff to the State's Contract Manager for consideration and approval. No substitute personnel are authorized to begin work until the contractor has received written approval to proceed from the State Project Manager.

5.10 Substitution or Addition of Subcontractor(s)

This Subsection serves to supplement but not to supersede Section 3.11 of the Standard Terms and Conditions of this RFP.

If it becomes necessary for the contractor to substitute and/or add a subcontractor, the contractor will identify the proposed new subcontractor and the work to be performed. The contractor must provide detailed justification documenting the necessity for the substitution or addition.

The contractor must provide detailed resumes of the proposed subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is to undertake.

In the event a subcontractor is proposed as a substitution, the proposed subcontractor must equal or exceed the qualifications and experience of the subcontractor being replaced. In the event the subcontractor is proposed as an addition, the proposed subcontractor's qualifications and experience must equal or exceed that of similar personnel proposed by the contractor in its bid proposal.

The contractor shall forward a written request to substitute or add a subcontractor to the State Project Manager for consideration. If the State Project Manager approves the request, the State Project Manager will forward the request to the Director for final approval. No substituted or additional subcontractors are authorized to begin work until the contractor has received written approval from the Director.

5.11 Ownership of Material

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon 30 days notice by the State. With respect to software computer programs and/or source codes developed for the State, the work shall be considered "work for hire", i.e., the State, not the contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed.

5.12 Data Confidentiality

All financial, statistical, personnel and/or technical data supplied by the State to the contractor are confidential. The contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the contractor, or any individual or entity in the contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and the contractor's suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

5.13 News Releases

The contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of the Director.

5.14 Advertising

The contractor shall not use the State's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Director.

5.15 Licenses and Permits

The contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The contractor shall supply the State's Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the bidder in its bid proposal.

5.16 Claims and Remedies

5.16.1 Claims

The following shall govern claims made by the contractor regarding contract award recision, contract interpretation, contractor performance and/or suspension or termination.

Final decisions concerning all disputes relating to contract award recision, contract interpretation, contractor performance and/or contract reduction, suspension or termination are to be made in a manner consistent with N.J.A.C. 17:12-1.1, et seq. The Director's final decision shall be deemed a final agency action reviewable by the Superior Court of New Jersey, Appellate Division.

All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq. However, any claim against the State relating to a final decision by the Director regarding contract award recision, contract interpretation, contractor performance and/or contract reduction, suspension or termination shall not accrue, and the time period for performing any act required by N.J.S.A. 59:8-8 or 59:13-5 shall not commence, until a decision is rendered by the Superior Court of New Jersey, Appellate Division (or by the Supreme Court of New Jersey, if appealed) that such final decision by the Director was improper.

5.16.2 Remedies

Nothing in the contract shall be construed to be a waiver by the State of any warranty, expressed or implied, or any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.

5.17 Late Delivery and Liquidated Damages

Not applicable to this procurement.

5.18 Retainage

Not applicable to this procurement.

5.19 State's Option to Reduce Scope of Work

The State has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Director shall provide advance written notice to the contractor.

Upon receipt of such written notice, the contractor will submit, within five (5) working days to the Director and the State Project Manager, an itemization of the work effort already completed by task or subtask. The contractor shall be compensated for such work effort according to the applicable portions of its cost proposal.

5.20 Suspension of Work

The State Project Manager may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

5.21 Change in Law

Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this contract, the contractor shall advise the State Project Manager and the Director in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

5.22 Additional Work and/or Special Projects

The contractor shall not begin performing any additional work or special projects without first obtaining written approval from both the State Project Manager and the Director.

In the event of additional work and/or special projects, the contractor must present a written proposal to perform the additional work to the State Project Manager. The proposal should provide justification for the necessity of the additional work. The relationship between the additional work and the base contract work must be clearly established by the contractor in its proposal.

The contractor's written proposal must provide a detailed description of the work to be performed broken down by task. The proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written proposal must detail the cost necessary to complete the

additional work in a manner consistent with the contract. The written cost proposal must be based upon the hourly rates, unit costs or other cost elements submitted by the contractor in the contractor's original bid proposal submitted in response to this RFP. Whenever possible, the cost proposal should be a firm, fixed cost to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the contractor in its original bid proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt and approval of the contractor's written proposal, the State Project Manager shall forward same to the Director for the Director's written approval. Complete documentation from the Using Agency, confirming the need for the additional work, must be submitted. Documentation forwarded by the State Project Manager to the Director must all include all other required State approvals, such as those that may be required from the State of New Jersey's Office of Management and Budget (OMB) and Office of Information Technology (OIT).

No additional work and/or special project may commence without the Director's written approval. In the event the contractor proceeds with additional work and/or special projects without the Director's written approval, it shall be at the contractor's sole risk. The State shall be under no obligation to pay for work done without the Director's written approval.

5.23 Form of Compensation and Payment

This Section supplements Section 4.5 of the RFP'S Standard Terms and Conditions. The contractor must submit official State invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Project Manager before payment will be authorized.

Invoices must also be submitted for any special projects, additional work or other items properly authorized and satisfactorily completed under the contract. Invoices shall be submitted according to the payment schedule agreed upon when the work was authorized and approved. Payment can only be made for work when it has received all required written approvals and has been satisfactorily completed.

Payment to Contractor - Optional Method

The State of New Jersey now offers State contractors the opportunity to be paid through the VISA procurement card (p-card). A contractor's acceptance and a State agency's use of the p-card, however, is optional. P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions using the p-card will usually result in payment to a contractor in three days.

A contractor should take note that there will be a transaction-processing fee for each p-card transaction. To participate, a

contractor must be capable of accepting the VISA card. Additional information can be obtained from banks or merchant service companies.

5.24 Year 2000 Compliance

The following requirements will be part of all contracts resulting from the bid proposal submitted in response to this RFP.

5.24.1 Definitions Specific to Year 2000

Date Data - Shall mean any data or input which includes an indication of or reference to date.

Four Digit Year Format - format that allows entry or processing of four-digit year date: the first two digits will designate the century and the second two digits shall designate the year within the century. As example, 1996 shall mean 96th year of the 20th century.

Leap Year - The year during which an extra day is added in February (February 29th). Leap Year occurs in all years divisible by 400 or evenly divisible by 4 and not evenly divisible by 100. For example, 1996 is a Leap Year since it is divisible by 4 and not evenly divisible by 100. 2000 is Leap Year since it is divisible by 400.

Year 2000 Compliant - The data outside the range of 1990-1999 will be correctly processed, either on-line or batch processing, in any level of computer hardware or software including, but not limited to, microcode, firmware, application programs, files and databases.

Products - Include, but are not limited to, any hardware, software, firmware, microcode or integrated systems developed, customized, supplied or supported by the contractor.

5.24.2 Contractor represents and warrants that all hardware and software products (Products) and/or integrated data processing systems which are supplied to the State by the contractor under this agreement are designed and intended to be used prior to, during, and after the calendar year 2000. Contractor further represents and warrants that all such Products and/or integrated data processing systems individually and in combination, will operate during each such time period without error relating to date data, specifically including, but not limited to any error resulting from, relating to, or the product of, date data which represents or references different centuries or more than one century and any errors resulting from or relating to calculations, processing or sequencing employing date data. Contractor further represents and warrants that none of the Products and/or integrated data processing systems uses proprietary table calculations in resolving year 2000 date data values.

5.24.3 Without limiting the foregoing in any manner, contractor further represents and warrants:

5.24.3.1 That the Products and/or integrated data processing systems will not abnormally end or provide invalid or incorrect results as a result of date data, specifically including date data which represents or references different centuries or more than one century.

5.24.3.2 That the Products and/or integrated data processing systems have been designed to ensure year 2000 compatibility, including, but

not limited to, date data century recognition, calculations which accommodate same century and multi-century formulas and date values, date data century display formats and date data interface values that reflect the century.

5.24.3.3 That the Products and/or integrated data processing systems include "year 2000 capabilities." For the purpose of this Agreement, "year 2000 capabilities" means the Products and/or integrated data processing systems:

5.24.3.4 That the Products and/or integrated data processing systems will manage and manipulate data involving dates, including single century formulas and multi-century formulas, and will not cause an abnormally ending scenario within the application or generate incorrect values or invalid results involving such dates; and that the Products and/or integrated data processing systems shall provide that all date-related data interface functionality, including the indication of century performance as indicated above.

5.24.3.5 That the Products and/or integrated data processing systems design and performance adhere to ISO 8601 and FIPS 4-1 standard.

5.24.4 Year 2000 Compliance Performance Warranty

Contractor further warrants and represents that the Products and or integrated data processing systems are and will continue to be year 2000 compliant. All date processing by the Products will include Four Digit Year Format and recognize and correctly process dates for Leap Year and that processing or calculations involving Leap Year will not result in software, firmware or hardware failure. Additionally, all date sorting or sequencing by the Products that includes a "year category" shall be done based on the Four Digit Year Format code.

5.24.5 Year 2000 Warranties

Contractor represents and warrants that:

5.24.5.1 The Products and/or integrated data processing systems will function without error or interruption related to Date Data, specifically including errors or interruptions from functions which may involve Date Data from more than one century;

5.24.5.2 The Products and/or integrated data processing systems require that all Date Data (whether received from users, systems, applications, or other sources) include an indication of century in each instance;

5.24.5.3 All date output and results, in any form, shall include an indication of century in each instance.

5.24.5.4 Remedies for Non-Compliance of Year 2000 Compliance Warranty. Contractor agrees to pay liquidated damages in the amount of \$200.00 per day for each day the Products and/or integrated data processing systems fail to maintain and uphold the Year 2000 Compliance Performance Warranty described.

The foregoing is in addition to the other representations and warranties set forth herein.

5.25 Contract Activity Report

In conjunction with the standard record keeping requirements of this contract, as listed in paragraph 3.19 of this RFP'S standard terms and conditions, contractor(s) must provide, on a calendar quarter basis, to the Purchase Bureau buyer assigned, a record of all purchases made under their contract award resulting for this Request for Proposal. This includes purchases made by all using agencies including the State and political sub-divisions thereof. This reporting requirement includes sales to State using agencies and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, and independent institutions of higher education.

The requirement also includes sales to State and County Colleges and Quasi-State Agencies. Quasi-State Agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

This information must be provided in a tabular format such that an analysis can be made to determine the following:

- Contractor's total sales volume under contract, subtotaled by product.

- Contractor's total sales volume to each purchaser under the contract, subtotaled by Category (Section 3.1) including, if applicable, catalog number and description, price list and/or contract discount applied.

Submission of purchase orders, confirmations, and/or invoices do not fulfill this contract requirement for information.

Contractors are strongly encouraged to submit the required information in electronic spreadsheet format. The Purchase Bureau uses Microsoft Excel.

Failure to report this mandated information will be a factor in future award decisions.

6.0 PROPOSAL EVALUATION AND CONTRACT AWARD:

RFP TEXT DELETED IN NOA.

END OF THE TEXT OF THIS NOTICE OF AWARD.